

FEB 24 1982-1 25 PM

INTERSTATE COMMERCE COMMISSION

LAW OFFICES

ALVORD AND ALVORD

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

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ALBERT H. GREENE  
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CHARLES T. KAPPLER  
JOHN H. DOYLE  
MILTON C. GRACE\*  
GEORGE JOHN KETO\*\*  
RICHARD N. BAGENSTOS

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WASHINGTON, D. C.  
20006-2973

OF COUNSEL  
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CABLE ADDRESS  
"ALVORD"

TELEPHONE  
AREA CODE 202  
393-2266

\* NOT A MEMBER OF D.C. BAR  
\*\* ALSO A MEMBER OF OHIO BAR

February 24, 1982

TELEX  
440367 A AND A WSH (INTERNATIONAL)  
440348 CDAA UI (INTERNATIONAL)  
892482 A AND A WSH (DOMESTIC)

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C.

No. 2-944-140  
FEB 24 1982  
Date  
Fee \$ 10.00

ICC Washington, D. C.

Dear Madam:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, as revised, are five counterparts of an Amendment No. 1 dated as of December 30, 1981 ("Document").

The enclosed is a "secondary document" as that term is defined in 49 C.F.R. §1116.1(b) and amends a Lease of Railroad Equipment dated as of June 1, 1981, which was duly filed and recorded at 10:15 a.m. on June 25, 1981 and assigned Recordation Number 13157.

A general description of the railroad equipment covered by the Document is:

One hundred twenty-seven (127) 4,000 cubic foot capacity 100-ton rotary dump railroad coal cars bearing reporting mark and numbers RECX 2125 through RECX 2250, both inclusive and RECX 1003.

The names and addresses of the parties to the Document are:

Lessor/Assignor: Wilmington Trust Company, as  
Owner, Trustee  
10th and Market Street  
Wilmington, Delaware 19899

*Handwritten signature: O. St. Koenig*

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Lessee: Central Louisiana Electric Company, Inc.  
415 Main Street  
Pineville, Louisiana 71360

Assignee: The Connecticut Bank and Trust Company,  
as Agent  
One Constitution Plaza  
Hartford, Connecticut 06115

The undersigned is agent for the Assignee for the purpose of submitting the Document for recordation and has knowledge of the matters set forth therein.

Please return the stamped counterparts of the Document not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006-2973 or the bearer hereof.

Also enclosed is a remittance in the amount of \$10.00 in payment of the required recordation fee.

Very truly yours,

  
Charles T. Kappler

Enclosures

L.M.P. RECORDATION NO. 13157-1  
Feb 24 1982-1 35 PM  
INTERSTATE COMMERCE COMMISSION

Amendment No. 1, dated as of December 30, 1981, between the undersigned Owner Trustee, Lessee, and Agent, to the Lease of Railroad Equipment (the "Lease"), dated as of June 1, 1981, between Wilmington Trust Company, not individually but solely as trustee under the Trust Agreement, dated as of June 1, 1981, with Texas Commerce International Leasing Company, and Central Louisiana Electric Company, Inc. All capitalized terms used herein without definition shall have the meanings assigned in the Lease.

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303(a) on June 25, 1981, and was assigned Recordation No. 13157; and

WHEREAS, certain rights and privileges with respect to the Lease were assigned to the Agent pursuant to Assignment of Lease and Agreement, dated as of June 1, 1981 between the Owner Trustee and the Agent, and consented to by the Lessee; and

WHEREAS, the Lender and the Owner have authorized and instructed the Agent and the Owner Trustee to execute this amendment as evidenced by the instructions attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The last sentence of the first paragraph of Section 3.1 is hereby amended in its entirety to read as follows:

"The remaining 36 installments shall each be in an amount equal to 5.36936% of the aggregate Purchase Price of the Equipment then subject to the Lease."

2. Schedule B to the Lease is hereby deleted and the form of Schedule B attached hereto as Exhibit B shall be substituted in its place.

3.(a) Clause (ii) of paragraph (a) of Section 6.3 is hereby amended in its entirety to read as follows:

(ii) For Federal, state and local income tax purposes, the Owner will be entitled to cost recovery deductions with respect to the Equipment computed on the basis (A) of the adjusted basis of the Equipment being in an amount not less than the Aggregate Purchase Price, (B) that each Unit

of Equipment will be "recovery property" and "5-year property" as defined in Section 168(c) of the Code, (C) that each Unit of Equipment will be placed in service by the Owner on the date on which it is delivered and accepted under this Lease, and (D) that the recovery percentages applicable to each Unit of Equipment will be those set forth for 5-year property in Section 168(b)(1)(A) of the Code. (The assumed deductions described in this clause (ii) are herein-after called the "ACR Deductions".)

(b) Section 6.3 is hereby amended to delete the words "ADR Deductions" wherever such words appear and replace such words with the words "ACR Deductions."

(c) Paragraph (b) of Section 6.3 is hereby amended to add the following words at the end of such paragraph and before the period:

"and for the purposes of this Section 6.3, Lessee further represents and warrants that each Unit of Equipment is recovery property and 5-year property as defined in Section 168(c) of the Code and that the recovery percentages applicable to each Unit of Equipment are those set forth for 5-year property in Section 168(b)(1)(A) of the Code."

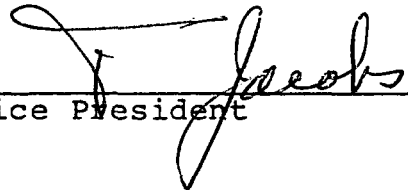
(d) The heading of paragraph (d) of Section 6.3 shall be amended to replace the word "Depreciation" with the word "ACR."

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

WILMINGTON TRUST COMPANY,  
as Owner Trustee


[SEAL]

Attest:

By  Vice President

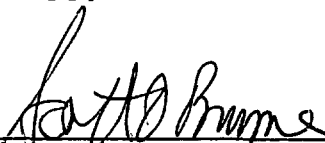
  
Trust Officer

CENTRAL LOUISIANA ELECTRIC  
COMPANY, INC., as Lessee

By   
Vice President

[SEAL]

Attest:


  
Secretary

THE CONNECTICUT BANK AND  
TRUST COMPANY, as Agent

By   
Authorized Officer

[SEAL]

Attest:

  
Authorized Officer

STATE OF LOUISIANA )  
 ) ss.:  
PARISH OF RAPIDES )

On the 4th day of February, in the year 1982, before me personally came W. J. Thevenote, to me known, who being by me duly sworn, did depose and say that he resides at 420 Welwyn Way, Alexandria, Louisiana, that he is Vice President of Central Louisiana Electric Company, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Sammie S. Cicardo  
Notary Public

[NOTARIAL SEAL]

STATE OF DELAWARE )  
 ) ss.:  
COUNTY OF NEW CASTLE)

On the 18th day of February, in the year 1982, before me personally came Francis B. Jacobs, II, to me known, who being by me duly sworn, did depose and say that he resides at West Chester, Pennsylvania, that he is Asst. Vice President of Wilmington Trust Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Amantia Tarabius  
Notary Public

NOTARY PUBLIC

My Commission expires February 5, 1983

[NOTARIAL SEAL]

STATE OF CONNTECTICUT)

) ss.:

COUNTY OF HARTFORD )

On the *9th* day of *Feb*, in the year 198*2*, before me personally came CLARK M. WHITCOMB, to me known, who being by me duly sworn, did depose and say that he resides at *West Granby, Conn.* that he is ASSISTANT VICE PRESIDENT of The Connecticut Bank and Trust Company, the corporation described in and which executed the above instrument; that one of the seals affixed to said instrument is such corporate seal; that if was so affixed by order of the Board of directors of said corporation, and that he signed his name thereto by like order in the presence of the subscribing witnesses.

*Sherree M. Daniels*  
\_\_\_\_\_  
Notary Public

SHEREE M. DANIELS

NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1985

[NOTARIAL SEAL]

# SCHEDULE B

## CASUALTY AND TERMINATION VALUES

<u>Casualty Values</u>		<u>Termination Values</u>	
<u>Rent Payment Number</u>	<u>Percent of Purchase Price</u>	<u>Rent Payment Number</u>	<u>Percent of Purchase Price</u>
1	105.0018		
2	107.5144		
3	109.8594		
4	108.0385		
5	109.3722		
6	106.5348		
7	106.8588		
8	102.9544		
9	102.1805		
10	97.2595		
11	95.9709		
12	90.9020		
13	89.4544		
14	87.9183		
15	86.2871		
16	84.5538		
17	82.7105		
18	80.7492		
19	78.6624		
20	76.4808		
21	74.2462		
22	71.9450	22	69.5758
23	69.5710	23	67.0808
24	67.1064	24	64.4891
25	64.5521	25	61.8012
26	61.8897	26	58.9984
27	59.1208	27	56.0819
28	56.2263	28	53.0322
29	53.2120	29	49.8548
30	50.0611	30	46.5325
31	46.7813	31	43.0726
32	43.3558	32	39.4577
33	39.7948	33	35.6978
34	36.0819	34	31.7757
35	32.2697	35	27.7436
36	28.3751	36	23.6180
37	25.0000	37	00.0000